

SAMPLE

11 May 1981

MEMORANDUM FOR:

FROM:

Chief, Security Staff, OL

SUBJECT:

Redelegation of Contracting Authority

REFERENCE:

DL Memo dtd 23 Mar 81, subj:
Delegation of Contracting Authority

1. Referent granted contracting authority to the Chief, Security Staff, Office of Logistics, to execute on behalf of the Central Intelligence Agency, the attached "Contractor Secrecy and Security Agreement" which shall be signed by a representative of all firms which are to be given access to classified information. The Chief, Security Staff, OL, has also been authorized to redelegate the contracting authority to other Security Officers who are involved in the administration of the Agency's industrial security program. (U)

2. Pursuant to the authority invested in me by the Director of Logistics, contracting authority to execute on behalf of the Central Intelligence Agency the "Contractor Secrecy and Security Agreement" - Form 4177 - is redelegated to *(NAME OF ISO)*. (U)

3. Two copies of the "Contractor Secrecy and Security Agreement" will be executed. One copy will be returned to Headquarters for recording and filing; the second copy will be retained by the contractor. The Form 4177, executed for contractor facilities security approved solely for handling

Att

CONCUR:

C/L&PLD/OGC

Date

CONFIDENTIAL

SAMPLE

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CONTRACTOR SECRECY AND SECURITY AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 19____, by
and between an activity of THE UNITED STATES OF AMERICA (hereinafter called the Government) and _____
NAME OF COMPANY

(hereinafter called the Contractor), with its place of business at _____ STREET ADDRESS
in the city of _____ CITY _____, state of _____ STATE

WITNESSETH THAT:

WHEREAS, the Government has in the past purchased or may in the future purchase supplies or services required and necessary to the national defense of the United States from contractors or subcontractors thereof or may invite bids or request quotations on proposed contracts for the purchase of supplies or services which are required and necessary to the national defense of the United States; and

WHEREAS, it is essential that certain security measures be taken by the Contractor prior to and after his being accorded access to classified information; and

WHEREAS, the parties desire to define and set forth the precautions and specific safeguards to be taken by the Contractor and the Government in order to preserve and maintain the security of the United States through the prevention of improper disclosure of classified information derived from matters affecting the national defense, sabotage, or any other act detrimental to the security of the United States:

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein contained, the parties hereto agree as follows:

SECTION I—SECURITY CONTROLS

A. The Contractor agrees to provide and maintain a system of security controls within its or his own organization in accordance with the requirements of the Standard Security Procedures for Contractor, hereinafter SSPC (1 May 1979), attached hereto or separately provided and made a part of this agreement; subject, however, (1) to any revisions of the SSPC required by the demands of national security as determined by the Government, notice of which has been furnished to the Contractor, and (2) to mutual agreements entered into by the parties in order to adapt the SSPC to the Contractor's business and necessary procedures thereunder. In order to place in effect such security controls, the Contractor further agrees to prepare, when requested by the Government representatives, a security plan and procedure for its or his own use, such plans and procedures to be consistent with the SSPC. In the event of any inconsistency between the Contractor's plan and procedures and the SSPC as the same may be revised, the SSPC shall control. In addition to the provisions of the SSPC, the Contractor agrees to implement and comply with those other special security instructions and procedures stipulated by the Government when the protection of compartmented information is involved.

B. The Contractor shall appoint a senior official as the Contractor security officer for the proposed contracts. He shall be responsible for taking whatever actions are necessary within the company to enable the Contractor to discharge its security responsibilities under this agreement and any contract that may be awarded to it.

C. The Contractor shall not disclose to any person, including any employee or officer of the Contractor, classified information received or developed under this agreement or any subsequent contract unless authorized to do so by a Government contracting officer or his representative. The Contractor shall submit to the Government contracting officer or his representative the name of, and relevant biographic information concerning, any officer or employee who will need access to classified information in connection with the Contractor's activities under this agreement and any subsequent contract. Further, the Contractor shall neither photograph nor reproduce classified documents or materials involved under this agreement or any subsequent contract, nor permit anyone to do so unless authorized by the Government contracting officer or his representative.

D. All classified documents, drawings, specifications, models, and other materials shall be returned by the Contractor to the Government contracting officer upon demand or within three months after work under any contract has been completed by the Contractor (whichever is earlier), unless retention of such material has been authorized by the Government contracting officer. The method of returning such classified materials shall be in accordance with the security requirements issued by the Government contracting officer.

E. The Contractor shall promptly advise the Government contracting officer of the names of the officers, directors, or key personnel of the company, or any subsequent change thereof, and certify as to the extent of any foreign interest or control known to it or him by completion of DD Form 441s entitled, "Certificate Pertaining to Foreign Matters." The Contractor shall, in any case in which it or he believes that foreign influence exists or is being sought to be obtained over its or his affairs, promptly notify the Government contracting officer of all the pertinent facts, even if such influence is not exerted to the degree specified above.

F. The Contractor agrees that it or he shall determine that any subcontractor, bidder, individual, or organization proposed by it or him for the furnishing of supplies or services which will involve access to classified information in its or his custody has executed a Government security agreement which is still in effect prior to being accorded access to such classified information.

SECTION II—INSPECTION

Designated representatives of the Government responsible for inspection pertaining to industrial plant security shall have the right to inspect at reasonable intervals the procedures, methods, and facilities utilized by the Contractor in complying with the requirements of the terms and conditions of the SSPC and any compartmented information security requirement. Should the Government, through its authorized representative, determine that the Contractor's security methods, procedures, or facilities do not comply with such requirements, it or he shall submit a written notice to the Contractor advising him of the deficiencies.

SECTION III—MODIFICATION

Modification of this agreement (as distinguished from the SSPC, which may be modified in accordance with SECTION I of this agreement) may be made only by written agreement of the parties hereto.

SECTION IV—TERMINATION

This agreement shall remain in effect until terminated through the giving of thirty days' written notice to the other party of intention to terminate; PROVIDED, however, notwithstanding any such termination, the terms and conditions of this agreement shall continue in effect so long as the Contractor has classified information in his or its possession or under his or its control.

SECTION V—PRIOR SECURITY AGREEMENTS

As of the date hereof, this agreement replaces and succeeds any and all prior secrecy or security agreements, understandings, and representations with respect to the subject matter included herein, entered into between the Contractor and the Government; PROVIDED, that the term "secrecy or security agreements, understandings, and representations" shall not include agreements, understandings, and representations contained in contracts for the furnishing of supplies or services to other agencies of the Government.

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CONFIDENTIAL

SECTION VI—SECURITY COSTS

This agreement does not obligate Government funds, and the Government shall not be liable for any costs or claims of the Contractor arising out of this agreement or instructions issued hereunder. It is recognized, however, that the parties may provide in other written contracts for security costs which may be properly chargeable thereto.

SECTION VII—SEVERABILITY

Each provision of this agreement is severable. If a court should find any provision of this agreement to be unenforceable, all other provisions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year indicated below:

THE UNITED STATES OF AMERICA:

BY: _____

(Authorized representative
of the U.S. Government)

DATE: _____

CONTRACTOR:

BY: _____

(Authorized representative
of the Contractor)

DATE: _____

WITNESS:

BY: _____

(Firm)

(Title)

(Address)

Note: In case of corporation, witnesses not required but certificate below must be completed. Type or print names under all signatures.

Note: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the agreement and the certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this agreement on behalf of the Contractor, was then _____ of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and the scope of its corporate powers.

(Signature)

(Corporate Seal)

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in the city of _____ CITY _____, state of _____ STATE

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of the U.S. Government)

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CONTRACTOR:

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WITNESS:

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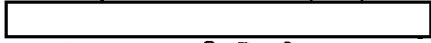
(Corporate Seal)

31 March 1981

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Dear Sir:

We are in the process of changing the administrative procedures with regard to incorporation of secrecy and security requirements into our contracts. The approach  is very similar to the one used by the Department of Defense.

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Enclosed are two copies of the basic secrecy and security agreement form which should be executed by an appropriate official of your firm. Please note that both copies have been signed by an officer with the specific delegation of authority to execute this agreement on behalf of the Government. You are requested to execute the agreement, retain one copy for your files, and return one copy within 10 days to the address given below.

After we receive an executed copy of the "Contractor Secrecy and Security Agreement," we will then proceed to amend all active contracts and include in all new contracts with your firm the following clause:

Security Requirements

(a) The provisions of this clause shall apply to the extent that any aspect of this contract is classified.

(b) The contractor shall comply with (i) the Contractor Secrecy and Security Agreement, Form 4177 (Edition date 11-80), including the security manual dated 1 May 1979 and entitled "Standard Security Procedures for Contractors" which is referenced therein; and (ii) any revisions thereto, notice of which has been furnished to the contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government as provided in this clause and the security costs or time

required for delivery under this contract are thereby increased or decreased, the contract price, delivery schedule, or both and any other provision of the contract that may be affected shall be subject to an equitable adjustment by reason of such increased or decreased costs. Any equitable adjustment shall be accomplished in the same manner as if such changes were directed under the "Changes" clause of this contract.

(d) When it is deemed necessary to disclose classified information to a subcontractor to accomplish the purposes of this contract, the contractor shall request permission of the contracting officer prior to such disclosure. The contractor agrees to insert in all subcontracts hereunder which involve access to classified information provisions which shall conform substantially to the language of this clause, including this paragraph (d), but excluding the last sentence of paragraph (c) of this clause.

(e) The contractor shall not initiate or perform any classified work under the contract until he is in compliance with the security provisions incorporated herein and has received written approval to proceed from the contracting officer.

Your cooperation, especially during this transitional period, will be greatly appreciated.

Sincerely yours,

[Redacted Signature]

Chief
Security Staff
Office of Logistics

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Enc.
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Return copy to:

[Redacted Return Address]